



REQUEST FOR PROPOSAL (RFP EDA 12-01)

Public Relations

**Mark Dowling, Administrator
County of San Bernardino
Economic Development Agency**

**215 North D Street, Suite 202
San Bernardino, CA 92415-0043
(909) 387-9803**

December 2008

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I. INTRODUCTION

A. Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified firms (VENDOR) capable of establishing communications channels through targeted public relations. Working with Economic Development Agency (EDA), the firm will be responsible for finding appropriate media and venues to connect with the audience for specific programs, economic messages, initiatives and other functions of EDA. These channels may be through local publications, electronic media, industry-specific media, web marketing, distribution lists, professional associations, community organizations and others for the County of San Bernardino Economic Development Agency (COUNTY).

Located at the heart of Southern California, one of the world's most lucrative economies, the County of San Bernardino is the largest county in the contiguous United States. Its vast borders stretch from the greater Los Angeles area to the Nevada border and the Colorado River encompassing a total area of 20,160 square miles. Comprised of 24 cities, the County of San Bernardino is the 5th fastest growing county in the nation with almost 2 million residents. Its assets include numerous colleges and universities supporting a strong, diverse workforce along with an unparalleled collection of highways, runways and railways that lead to regional, national and international business centers. The County also benefits from natural assets such as acclaimed mountain resorts, Joshua Tree National Park and Mojave National Preserve, the entryway to Death Valley National Park, Western rivers and numerous local and regional parks.

Under the leadership of the EDA, four key departments are dedicated to providing programs, services and incentives to foster a competitive environment for businesses and maximize the standard of living for residents. The Department of Economic Development is focused on creating jobs by attracting investment and supporting growth of local companies. The Department of Workforce Development uses funds from the Workforce Investment Act to prepare local residents for careers in the changing economy, developing a competitive workforce and supporting businesses who create opportunity for current and future residents of San Bernardino County. The Department of Community Development and Housing administers federal funds to improve homes and neighborhoods, provide more residents with the opportunity to purchase a home, and improve quality of life for families throughout the County. The Redevelopment Agency is focused on attracting investment and addressing blight through a series of targeted project areas

B. Period of Agreement

The term of this contract will be for an initial period of twelve (12) months, with option to renew for one (1) one year additional periods. Contract resulting from award of this RFP is tentatively scheduled to begin on Friday, **January 16, 2009** or upon County of San Bernardino Board of Supervisor's approval.

C. Minimum VENDOR Requirements

1. VENDORS responding to this RFP must be able to demonstrate expertise and prior experience in providing this type of service to governmental agencies and or similar entities the size and scope of the County.
2. VENDORS must provide a minimum of three (3) references of governmental agencies and or similar entities you have contracted with, providing the same or similar system/service as requested in this RFP, within the last five (5) years.
3. VENDORS must have no outstanding or pending complaints as determined through the Better Business Bureau or the State of California Department of Consumer Affairs.
4. VENDORS must submit evidence of ability to obtain insurance in the amounts and coverages required by the County.
5. VENDORS must meet other presentation and participation requirements listed in this RFP.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing **on or before 12:00 Noon (PST) on Wednesday, December 17, 2008**, and directed to the individual listed below. All questions submitted will be answered collectively and their related answers will be posted to the website listed below on or before 5:00 p.m. (PST) on **Friday, December 19, 2008**.

County of San Bernardino Economic Development Agency
ATTN. Paul Herrera (RFP EDA 12-02)
215 North D Street, Suite 202
San Bernardino, CA 92415-0043
Phone: (909) 387-9809
Fax: (909) 387-9815
Email: pherrera@eda.sbocounty.gov

Fax number and e-mail address may be used to submit questions only.

Website: www.sbcounty.gov/purchasing/rfp/rfplist

E. Proposal Return

All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED", EDA 12-01 and returned to:

County of San Bernardino
Economic Development Agency
215 North D Street, Suite 202
San Bernardino, CA 92415-0043
ATTN: Paul Herrera, Marketing Coordinator
Due on or before: Tuesday, December 30, 2008, at 4:00 p.m. (PST)

Hand carried proposals may be delivered to the address above only between the hours of 8 a.m. and 5 p.m. (PST), Monday through Friday, excluding holidays observed by the County. VENDORS are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

F. Proposal Submission Deadline

VENDORS shall submit their completed proposal prior to the date and time stated above. All proposals must be received at the above address no later than **Tuesday, December 30, 2008, at 4:00 p.m. (PST)**. Facsimile or electronically transmitted proposals will not be accepted as they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. **Late proposals will not be opened and considered.** It is the VENDOR'S responsibility to ensure that its proposal arrives in the County of San Bernardino Economic Development Agency on or before the specified deadline.

G. Admonition to VENDORS

Once this RFP has been issued, VENDORS are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP must be presented in writing as indicated in Paragraph D above.

II. PROPOSAL TIMELINE

Release Request for Proposals.....	December 10, 2008
Deadline for Submission of Questions.....	12:00 p.m. (PST), Tuesday, December 17, 2008
Deadline for Proposals.....	4:00 p.m. (PST), December 30, 2008
Tentative Date for Mailing Intent to Award/Denial Letters.....	January 2009
Tentative Date for Award of Contract.....	January 2009

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. County reserves the right to accept or reject any or all proposals if County determines it is in the best

interest of the County to do so. The County will notify all VENDORS in writing if County rejects all proposals.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within 180 days after the proposal opening. County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. If issued, the County will post addenda or amendments related to this RFP to the website listed in Section I, Item D Questions. It is the VENDORS responsibility to check the County's website for any addenda and/or amendments. The County will not send out any notification to VENDORS.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. All proposals and materials submitted become the property of the County.

E. Public Inspection

Proposals will be maintained as confidential until issuance of contract(s) to selected VENDOR(s). At that time, proposals submitted in response to this RFP become property of the County of San Bernardino and are subject to the provisions of the California Public Records Act.

F. Confidentiality

It is the responsibility of VENDORS to identify information in their proposals which they consider to be confidential under the California Public Records Act. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

G. Incurred Costs

Cost for preparing proposal response and any other related materials is the responsibility of the VENDOR and shall not be chargeable in any manner to the County.

H. Right to Inspect

The County reserves the right to inspect the facilities of the VENDOR prior to award of contract and/or during the term of the contract. If representatives of the County determine after such inspection that the VENDOR is not capable of performance satisfactory to the County, this procurement or the resulting contract for services may be cancelled or not considered.

I. VENDOR Interviews

The County, at its discretion, may require VENDORS to participate in an interview by the County's selection panel.

J. Negotiations

The County may require the potential VENDOR(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, clarifications and/or other items from their proposal(s) as may result from these negotiations.

K. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Administrator of the Economic Development Agency. VENDOR may appeal the recommended award or denial of award, providing the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or intent/denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Mark Dowling – Administrator
County of San Bernardino
Economic Development Agency
215 North D Street, Suite 202
San Bernardino, CA 92415-0043**

The County Purchasing Agent shall make a decision concerning the appeal, and notify the VENDOR making the appeal, within a reasonable time frame prior to the tentatively scheduled date for awarding the contract. **The decision of the County Purchasing Agent shall be deemed final.**

L. Local Preference

The County has adopted a preference for VENDORS whose principal place of business is located within the boundaries of the County of San Bernardino. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For the purposes of applying the local preference policy (County Policy 11-12), "principal place of business" is defined as the VENDORS main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the VENDOR'S main office (or headquarters) which:

1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement or purchase order to which it responds; and
2. Can demonstrate on-going business activity in the field of endeavor on which the VENDOR is proposing, from that office during the preceding six months; and
3. Has a minimum of twenty-five percent (25%) of the VENDOR'S full time management employees and twenty-five percent (25%) of its full time employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two VENDORS are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the VENDORS is a local VENDOR. If one of the VENDORS is a local VENDOR, and its quoted price or cost of services, equipment, goods or supplies does not exceed five percent (5%) of the other VENDOR'S quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local VENDOR for the contract award.

M. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

IV. SCOPE OF WORK

A. General

The VENDOR shall be able to provide solutions for the successful realization of specified goals and objectives, as well as other proposed actions or strategies suggested by the firm to achieve the desired objectives.

The firm will be responsible for distributing news releases, arranging interviews, creating new relationships with information gatekeepers and helping to maintain and strengthen existing relationships. Interested firms should contact the Economic Development Agency to request a packet of sample materials produced by the marketing unit.

Familiarity with government and economic development is preferred, but not required for consideration. Extensive background and familiarity with private sector audiences as well as a background with large communications platforms (such as mass media) is highly desired. The firm should have demonstrated a strong background in reaching high-level decision makers through targeted outreach and media strategies.

The Marketing division of the County of San Bernardino's Economic Development Agency is responsible for a wide range of advertising, communications and public relations initiatives related to programs across the four departments of EDA. In addition, the Marketing unit helps promote or lead communications efforts on a series of cross-departmental initiatives in which the agency may or may not serve as lead.

The Marketing division's responsibilities include:

- Informing stakeholders about programs offered by EDA, its four departments and partner organizations
- Responding to public and media inquiries regarding programs as well as topics of interest in the regional economy
- Promoting and branding San Bernardino County to key investment audiences for the purposes of creating jobs
- Organizing events and trade show participation for effective outreach to potential investors
- Producing informational and promotional materials to help position San Bernardino County for investment and job creation
- Keeping the public informed about economic issues facing the region
- Creating and Expanding "channels" to connect with targeted audiences on specific programs or messages. This can include newsletters, web sites, electronic correspondence, targeted printed materials, advertising, multimedia outreach, branded sponsorships, strategic partnerships for marketing purposes, outreach to influential voices who carry important information forward, etc.
- Researching and developing messaging to disseminate through the channels described above.

As noted above, the marketing unit needs to communicate with a wide variety of stakeholders and critical audiences. In recent years, the agency has created a communications infrastructure to provide economic development information and EDA program information to residents, businesses and potential investors.

B. Requirements

The VENDOR must have the ability to perform the following functions:

- Distribute news releases through clearly identified media channels for maximum impact
- Arrange interviews and access to key media
- Create new relationships with information gatekeepers
- Maintain and strengthen existing relationships
- Demonstrate a strong background in reaching high-level decision makers through

Targeted outreach strategies.

V. GENERAL CONTRACT TERMS

A. GENERAL

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

7. Agreement Assignability

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

8. Agreement Amendments

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

9. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V. B. 1. - Indemnification.

11. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Contract.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

15. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. Failure to provide this information may result in the response to the REQUEST FOR PROPOSAL being deemed non-responsive.

17. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that

materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V.A.9. -Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

20. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

21. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

22. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- **Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the**

- circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and**
- **Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and**
- **Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).**

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such

additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations.
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall

have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

C Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified VENDORS are invited to submit a proposal for consideration. Submission of a proposal indicates that the VENDOR has read and understands the RFP, to include all appendices, attachments, exhibits, schedules and addendum (as applicable) and agrees that all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described in the following sections. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in this RFP.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors or omissions on the part of VENDORS in making up their proposals. A responsible officer or employee of VENDORS firm must sign proposals. **Proposals not bearing such original signatures will be rejected.**

C. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR.
2. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. **References** – Provide three (3) references from other governmental agencies and or three (3) other clients, which you have established a contract with on a project of this nature, of same or similar size as the County.
4. **Statement of Certification** – Include the following in this section of the proposal:
 - A concise statement of the services provided and the cost.
 - A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened.
 - A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective VENDOR or competitor for the purpose of restricting competition.
 - A statement that all declarations in the proposal and attachments are true and that this shall constitute a warrant, the falsity of which will entitle the County to pursue any remedy by law.
 - A statement that the VENDOR agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - A statement that the VENDOR agrees to provide the County with any other information the County determines is necessary for an accurate determination of the VENDOR'S ability to perform the services as proposed; and A statement that the prospective VENDOR, if selected, will comply with all applicable rules, laws and regulations
5. **Proposal Description** – A detailed description of the proposal being made.
 - The proposal should address, but is not limited to, all terms in Section IV, Scope of Work.
 - The proposal should include the following:
 - A brief synopsis that the VENDOR understands the County's needs and how the VENDOR plans to meet these needs.
 - An explanation of any assumptions and/or constraints.
6. **Statement of Qualifications/Financial Information** – Include the following in this section of the proposal:
 - Number of years the prospective VENDOR has been in business under the present business name, as well as related prior business names.
 - Statement that the VENDOR does not have any commitments or potential commitments which may impact the VENDOR'S assets, lines of credit, guarantor letters, or ability to perform this Contract.
7. **Licenses, Permits and Certifications**
 - Provide copies of all licenses, permits and certifications as required for the provision of the services requested in this RFP.

8. Cost of Services

- State amount VENDOR will charge for project.

9. Insurance

- Submit evidence of ability to insure as stated in Section V., Sub-section B, Paragraphs 1 through 7, Indemnification and Insurance Requirements.

VII. PROPOSAL EVALUATION

A. Proposals will be subject to a review and evaluation process developed by the

County, which includes, but is not limited to (not necessarily in order of priority):

1. Analysis of minimum VENDOR requirements (Section I, Paragraph C).
2. Reference checks and review of qualifications.
3. Technical review.
4. Cost evaluation.

B. Evaluation Criteria

The successful VENDOR will be selected on the basis of demonstrated competence, on the professional qualifications necessary for the satisfactory performance of the services required as follows:

- Responsiveness to RFP.
- Professional reputation of VENDOR.
- Ability of VENDOR to maintain confidentiality as required by law.
- Adequacy of VENDOR'S support staff.
- Satisfaction and success of current/past clients.
- Cost for services provided.
- Depth and breadth of experience relative to this service.
- Experience preparing and maintaining reports as required.

All VENDORS will be evaluated on this basis. County reserves the right to reject all proposals and to waive any irregularity in a proposal.

C. Contract Award

A contract will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful VENDOR will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The final authority to award a Contract rests with the San Bernardino County Board of Supervisors

ATTACHMENT A – COVER PAGE

VENDOR'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporated: _____ **State Incorporated:** _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____ **TITLE:** _____

ATTACHMENT B - REFERENCES

List three (3) law enforcement agencies to whom you have supplied a like service in within the last five (5) years.

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No. () _____ Fax () _____

Number of years your company has provided this service/product to this customer _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No. () _____ Fax () _____

Number of years your company has provided this service/product to this customer _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No. () _____ Fax () _____

Number of years your company has provided this product to this customer _____

Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.